

UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

FILED

UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

DEC 22 2020

Emma Serna,
Plaintiff

MITCHELL R. ELFERS
CLERK

v.

Cause no.

20cv1344 SCY

BBVA Compass Bank,
Judy Williams,
Susan Ford, and
Javier Rodriguez,
Defendants.

RECOVERY OF MISHANDLED FUNDS
WRONGFUL DISPERSEMENT OF CUSTOMER'S FUNDS,
DISPERSED FUNDS TO AN IMPOSTER, ACCEPTED A FALSE WRIT
OF GARNISHMENT, AND MISHANDLING ACCOUNTS, MENTAL
HARRASMENT, NEGLIGENCE.

CIVIL MONEY PENALTY ORDERS UNDER 12 USC 1818 (i)
REQUIRES A BANK OR AN INDIVIDUAL TO PAY A MONETARY PENALTY

THE FDIC ACT UNDER 18 USC CODE SUBSECTION 1344

FDIC-INSURES THAT BANKS ARE SUBJECT TO MANDATORY AND
DISCRETIONARY ACTIONS WHICH WERE VIOLATED, BANK REFUSED
TO TAKE AFFIRMATIVE ACTION TO CORRECT OR REMEDY ANY
CONDITIONS RESULTING FROM ANY VIOLATIONS OR PRACTICES
AND CONTINUES TO VIOLATE ALL PRACTICES.

VIOLATIONS OF THE LAW AND REGULATIONS, DEFICIENT PRACTICES
TO PROTECT CUSTOMERS ASSETS, WRONGFUL DISPURSEMENT OF
CLIENTS FUNDS, DISPERSED FUNDS TO AN IMPOSTER, A FALSE WRIT
OF GARNISHMENT WAS HONORED AND DAMAGED THE BANK'S CLIENT

PLAINTIFF'S FUNDS WERE UNDER CUSTODY OR CONTROL OF THIS
FINANCIAL INSTITUTION AND WERE DISPURSED BY A FALSE
REPRESENTATION.

BBVA AND EMPLOYEES ACCEPTED FALSE STATEMENTS AND

Plaintiff – Emma Serna is a citizen of the United States, and of Albuquerque, New Mexico.

Defendants – BBVA Compass Bank, is a federally regulated bank doing business in New Mexico, and head quarters is at: 701 32nd Street, South Birmingham, Alabama 35296. In a business capacity.

Susan Ford - A citizen of South Birmingham, Alabama. Manager of the Levy and Writs Department. In an individual and management capacity. Risk Officer. Located in Springfield, Alabama. Manager of BBVA Compass Bank.

Judy Williams – A citizen of Albuquerque, New Mexico, and of the United States. Manager at the 4th St. Albuquerque, NM bank branch of BBVA. In her capacity as an individual and business manager.

CEO Javier Rodriguez – business address 701 32nd St., South Birmingham, Alabama, 35296. A citizen of the United States, and of South Birmingham, Alabama. Filed as an individual and as the CEO of BBVA Compass Bank.

JURISDICTION

Article III of the Constitution. Judiciary Act of 1789.

This Court has jurisdiction because the Defendants are located in another state, and reside in another state.

The amount of Relief exceeds \$75,000.00.

The Bank is a federally regulated bank thru the Federal Reserve of the United States of America.

INTRODUCTION

In the year of 2015, after a lengthy lawsuit filed in the second judicial district Court, in Albuquerque, New Mexico, filed by Margette Webster against Emma Serna d/b/a Serna & Associates, LLC a second arbitration was held, which was a court annexed arbitration, to finalize the disputes. This arbitration was held against the contracts instructions, and was in violation of a mandate, issued by the state supreme court to Emma Serna so her judgment would be signed. Margette Webster did not attend the first arbitration, according to the signed contract, and the Serna Party did not attend the second arbitration, due to the mandate, for Serna's summary judgment, that had not been signed, and the instructions said, "sign the judgment then proceed with the rest of the case".

In May, 2015, the second arbitrator wrote out an award to a "Margaret Webster, and against an Emma Serna d/b/a Serna & Associates, LLC. Margaret Webster was never a Party member to this lawsuit, and Emma Serna never did business as Serna & Associates, LLC. This made the judgment "Void", and state court could not proceed judicially, and jurisdiction did not belong to the state court, and the two opposing parties never testified that the arbitration

judgment was not void, therefore the right of an injured party to claim reimbursement for its losses, damages or liability from a person or company who has such a duty to protect the customers property. BBVA Compass Bank erred in their decision in dispursing Serna's funds, and had an obligation to review the arbitration award/judgment. BBVA Compass Bank dispursed the funds to an imposter, a fraudulent person on a void judgment, and caused great harm to the Serna Party, therefore the Serna Party deserves to be compensated by the bank for its' lack of true investigation into the subject matter, and instead presumed that outside attorneys could give adequate counsel without examining what kind of judgment or whose judgment is this writ of garnishment for?

Margette Webster, the real and true party member never made a motion to modify or make changes to the arbitration award, and the Rules of Arbitration allow you (90) days to modify or change the arbitration award. The award was adopted as is. See award. See Arbitration Rules and Procedures.

Margette Webster then decided to take advantage of the award, and converted it into a judgment, hand wrote "a/k/a Margette Webster", without a hearing or permission from the courts. Margette was now planning on committing civil fraud and extortion. Margette and David Webster wrote up their own writ of garnishment, and sent it to the bank that Emma and Mike Serna did business with, BBVA Compass Bank. Margette Webster talked to the manager at the fourth street branch to send her any money that comes

in from Emma and Mike Serna. Margette talked to the attorney, for Compass Bank, to help her with her writ of garnishment, in the Levy and Garnishment Department. She said, "just say Margaret is Margette Webster, and to give her the Serna's money.

The Serna Party knew that the bank was going to defraud her but couldn't convince the bank that Margette Webster was a liar and was going to convince the bank employees to honor the fake, erroneous writ of garnishment. Serna wrote to the bank through the Consumer Financial Protection Bureau, P.O. Box 2900 Clinton, IA 52733 several times. BBVA Compass Bank refused to accept the fact that Serna had sued the judge, in federal court, and the judge did not have jurisdiction to hold any hearings, in state court. The attorney for BBVA Bank, William Cooksey, scheduled a hearing in state court, and wrote in a "&" on Serna's original lawsuit, filed back in 2007 so the judge could include Emma Serna into the lawsuit. The judge did not have jurisdiction, and decided she did not care, and wrote an order, "Include Emma Serna in the arbitration award, (3) years later. The Rules and laws call for changes within the first (90) days.

The Levy and Garnishment Department manager wrote to Serna, "we spoke to Attorney Cooksey, and to outside attorneys that since the judge included Emma Serna into the award/judgment they were going to give Serna's money to Margette Webster, and that the name sounded good to all the bank employees. There was a writ whether it was right or wrong they did not care.

The CEO is responsible for the training of these employees, and he had the responsibility to make sure that there was a "Valid Award/Judgment" to back up the Writ of Garnishment. These employees have caused serious harm to the Plaintiff, and her family by misusing private information, and refusing to understand what the documents said, and who they pertained to. Falsely used the Fourth section of the Defamation Act 2013 which caused "Public Interest". The judge that held the hearing, in state district court, did not have jurisdiction, and held an "Unfair trial", and the award/judgment had been adopted, as is to Margaret Webster back in 2015. Property was taken without permission or legal rights, and the bank gave the Plaintiff's property to Margette Webster with a "Void judgment/award", and without any intentions of returning the Property to the rightful party, the Serna Party. The judge that made these rulings, without jurisdiction, was dismissed from her position as a judge by the New Mexico Supreme Court.

The bank held themselves responsible for Emma and Mike Serna's funds, and they have to be held accountable for the wrongful disbursement of funds, and they developed a conspiracy within the bank to deplete the Plaintiff's funds, and hurt the Serna Family. Recovery of these funds is mandatory. There is no telling how many customers these employees have wronged.

CONCLUSION

The arbitration award/judgment was never corrected or modified back in 2015, and the contract called for AAA as the accepted arbitration, and the final arbitration did not acknowledge the summary judgment mandate, of 2014 made out to the Serna Party. The arbitrator did not acknowledge the mandate so therefore he wrote out an award that he knew was void. To a person that did not exist, and was never a party member, and the name "Margaret Webster" was never used in the lawsuit at anytime, not even by mistake. Margette Webster sued a company that Emma Serna did not own, and the company is a limited liability company. The attorneys knew that Margette Webster should have never filed a frivolous lawsuit, and waste the states' money.

Margette Webster presented all these false court documents to the bank, and they chose to participate in the mismanagement of the Plaintiff's funds, and to hurt the Plaintiff for the imposter, Margette Webster.

Arbitration Award/Judgment 2011 New Mexico Section 44-7A-25 time limit for modifications or correction of arbitration award is 90 days after the notice of the award, and no corrections can be made, and the award/judgment is null and void.

Rule 60 of the federal rules relief from a judgment or order. Title VII, judgments

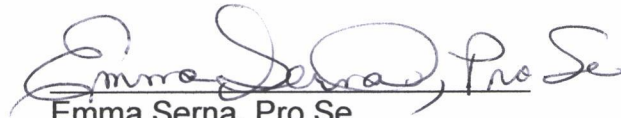
3. fraud (whether previously called intrinsic or extrinsic, misrepresentations, or misconduct by an opposing party.
4. the judgment is void.

Section 10 (a)(3) of the FAA guilty of misconduct, vacate arbitration award.

I have suffered irreparable harm, and injustice just so Margette Webster could Enrich her pockets at the Plaintiff's expense. Emma's inheritance left to her by Her mother, unreplaceable. The thoughts, the caring, the love that went into her Giving. A mortgage at retirement age that was a shock. The restructuring of the Budget. The Plaintiff did not deserve this. Margette Webster owed money on The remodel job, and she never had intentions of paying for the remodel, and Then people who overlook the documents that have someone's elses name on The document, but it is honored, and this is money that is belongs to the Irrevocable trust that was set up before any arbitration was held. We are now Five years from the date of the arbitration, and the Plaintiff has not received one Cent of the money that was wrongfully given to Margette Webster.

I plead with this court to use their power, and return all my money, and the Irrevocable trust money, and be compensated for all the abuse, wrongful deeds, And unfairness of a bank not caring what happens to a customers money.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Emma Serna, Pro Se". The signature is fluid and cursive, with the last name "Serna" being the most prominent part.

Emma Serna, Pro Se
P.O. Box 65384
Albuquerque, NM 87193
(505)321-1661

12-22-2020

AUTHORITIES

1. Lubben v. Selective Service System Local Bd. No. 27. 453 F.2d 645 (1st Cir. 1972). A court must vacate any judgment entered in excess of its jurisdiction.

Judge Nan Nash did not follow prescribed procedure, and exceeded her Jurisdiction by signing a writ of execution against Mike and Emma Serna, Nor did she have jurisdiction to falsify, in court verbally, that Margette Webster did have a judgment, without a written judgment.

2. A court must vacate any judgment entered in excess of its jurisdiction. Lubben v. Selective Service System Local Bd. No. 27, supra. 453 F.2d 645 (1st Cir. 1972).

3. A judgment is void on its face if the trial court exceeded its jurisdiction By granting relief that it had no power to grant. Jurisdiction cannot be Conferred on a trial court by the consent of the parties. Summers v. Superior Court (1959). Supra; Roberts v. Roberts v. Roberts (1966) supra.

4. Ms. Serna was deprived of due process of law, and civil liberties thus She could not bring the attention of the court that the restraining order was Unlawfully validated, when she was held, in a closed court with two deputies At her side so she did not have the opportunity to object and disclose any proof. Therefore she could not be punished with violation of a void order. Mitchell v. Superior Court (1972) 28 Cal. App. 3d 759, 764. citing Fortenbury v. Superior Court (1940) 16 Cal. 2d 405, 408-09; see In re Berry (1968) 68 Cal. 2d 137, 147. Judge Nash was guilty of recklessness, oppression, fraud on the court, elder abuse, denial of due process, and malice in their actions against Ms. Serna.

5. A judgment of arbitration without hearing the party or giving her an Opportunity to be heard, and disobedience of a mandate for judgment that Was granted to Ms. Serna is not a judicial determination of her rights. Sabariego v. Maverick, 124 US 261, 31 L Ed 430, 8 C Ct. 461, and is not Entitled to respect by any other tribunal.

6. "Even the most rudimentary of due process procedures gives the Opportunity to be heard....to anyone directly affected by [an] official's Action." Lockyer v. City & County of San Francisco (2004) 33 Cal. 4th

1055, 1108.

7. Ms. Serna was treated with unfairness, bias and the appearance of Prejudice by state district court, and the opposing counsel, leaves open the question of how an uninterested, lay person, would question the partiality and neutrality of the state court...In re Murchinson, 349 U.S. 133, 136 (1955). State court had a duty to ensure fairness. State court Refused to ensure that fairness. Marshall v. Jerrico, 100 S. Ct. 1610, 446 U.S. 238.

8. Where due process is denied, the case is void, Johnson v. Zerbst, 304 U.S. 458 S Ct. 1019; Pure Oil Co. v. City of Northlake, 10 Ill. 2D 241, 245, 140 N.E. 2D 289 (1956) Hallberg v. Goldblatt Bros., 363 Ill. 25 (1936).

9. Void judgment under federal law is one in which rendering court lacked Subject matter jurisdiction over dispute or jurisdiction over parties, or acted in manner inconsistent with due process of law or otherwise acted unconstitutionally in entering judgment. U.S.C. A. Const. Amend. 5, Hays v. Louisiana Dock Co., 452 NE.2D 1383 Ill. App.5 Dist 1983).

10. Invalidity needs to appear on face of judgment alone that judgment or Order may be said to be intrinsically void or void on its face, if lack of Jurisdiction appears from the record. Crockett Oil Co. v. Effie, 374 S.W. 2d 154 (Mo. App. 1964).

11. Void judgments fall into two classifications. Judgments where there is want of jurisdiction of person or subject matter, and judgments procured through fraud, and such judgments may be attached directly or collaterally, Irving v. Rodriguez, 169 N.E. 2d 145, Ill. App.2 Dist. 1960.

The arbitration judgment was put into action for the first time in 2018, By Margette Webster faking that she was Margaret Webster. First with Writ of Execution where the judge did not abide by the arbitration award/ Judgment, and executed her own version of the arbitration award/judgment. Second time, assisting Margette Webster in executing

PRAYER OF RELIEF

Judy Williams, Manager of BBVA Compass Bank, on 4th St., Albuquerque, NM, conspired with Susan Ford, Attorney William Cooksey,, and Margette Webster when Serna, the Plaintiff made a \$10,000.00 payment on her HELOC (Mortgage). They gave the full amount to Margette Webster. The amount never was posted to the Plaintiff's mortgage or was ever recognized as a payment, but it was cashed. Negligence, conspiracy to commit, abuse of power, abuse of customer's funds, injured by the loss of funds, slander of name, and deprivation of money that belonged to the Mike R. Serna Irrevocable Living Trust. Mishandling of funds, and mental abuse. Relief request is return all funds @ 28% from the date the bank received the funds, and an additional \$500,000.00 for the misuse of the Plaintiffs funds.

Emme Serna, Pro Se
12-22-2020

PRAYER OF RELIEF

Susan Ford- Risk Officer of the Levy and Garnishment Department of BBVA Compass Bank, in Springfield, Alabama. Communication with her was through the Consumer Financial Protection Bureau. Ms Ford would not listen to a work Ms. Serna said, and that she was going to disburse the money because Judge Nash included Ms. Serna in the Award/ Judgment, back in 2018. Ms. Serna would not make her understand that this judgment was an arbitration judgment, and she did not have "Jurisdiction" to make any changes to the award/judgment. Margette Webster already had \$94,000.00 of the construction company's money, which she refused to pay, but kept the material and labor that went into her house. had \$20,000.00 of Serna's Irrevocable Living Trust funds that were taken at gun point, at Serna's residence. Ms. Ford gave her Ms. Serna's Inheritance money of \$10,588.00. Now Ms. Webster has a total of Serna's Funds of: \$124,588.00, and Margette Webster does not even have a legal judgment against Emma Serna or Mike Serna or the Mike R. Serna Irrevocable Living Trust. The injustice that Ms. Ford has demonstrated tells me she took and made the decision out of wanting to deceive Ms. Serna, and take her funds away, without justification. She followed attorney's that did not know the case, and told Ms. Serna she was going to do what the attorneys suggested, and Ms. Serna did not have an attorney anyway. She said she spoke to Attorney William Cooksey, and outside attorneys


on this matter. Arbitration has (90) days to make any changes, see Statutes for New Mexico on modifications. Ms. Webster never paid her construction remodel job, and now she has all this money that belongs to Ms. Serna without justification and with a void award. The judgment/award was made out to Margaret Webster, a person that was not a party to the lawsuit, and does not Exist.

Relief request for this injustice and abuse of power, and abuse of Ms. Serna's Funds. Ms. Serna requests \$1,000,000.00 for the injury, abuse, slander of name.

Emma Serna, pro Se
12-22-2020

PRAYER OF RELIEF

BBVA Compass Bank – The bank claimed it would protect the customers money, and the banks' customers put their faith in their written word, and that the bank would abide by the Federal Reserves rules and regulations. The Serna's fund were taken in violation of all the rules, and Serna deserves her funds returned with interest, and damages. The Serna's reputation was tarnished. The Serna's are faced with unfair debt. Therefore, the requested Relief from the bank is \$2,000,000.00.



12-22-2020

PRAYER OF RELIEF

CEO – Javier Rodriguez

CEO Rodriguez should be held accountable for the management of the bank, and the training of his employees. A loyal customer should not be faced with paying for a bank's employees mistakes or conspiracy to commit wrongful acts.

The intentional wrong that was done to the customer, the Serna Family, has to be rectified. The Relief requested is \$500,000.00, and a manual should be written for the Levy and writs Department on how to handle documents and how to read what they say.

Emma Serna, pro Se
12-22-2020

2453877 M 9879843

THIS CHECK HAS A COLORED BACKGROUND, CHEMICAL REACTIVE PAPER, MICROPRINT BORDER AND TRUE WATERMARK

Sandia Laboratory
Federal Credit Union

3070
P.O. Box 23040, Albuquerque, NM 87192-1040
505.293.0500 or 800.947.5328

CASHIER'S CHECK

Payable through The Bank of
New York Mellon, Everett, MA
5-709/110

NO. 2598921

DATE 08/28/2019

PAY * TEN THOUSAND DOLLARS AND 00 CENTS *****

AMOUNT \$10,000 Dollars 00 cents

AMOUNT \$10,000.00

TO THE
ORDER
OF

Compass Bank

MEMO

Re: Emma Serra

Roll + 8
AUTHORIZED SIGNATURE

⑈ 2598921 ⑆ ⑆ 011007092⑆ 0140011088493 ⑈

#ELOC

20190903008434955046311



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Appellate Case: 18-2049

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Date Filed: 10/29/2018

Page: 13

Garnishee/Def.

FILED IN MY OFFICE
SECOND JUDICIAL DISTRICT COURT
BERNALILLO COUNTY, NM
JAMES A. NOEL

3/15/2018 11:27 AM

Ann M Hart

Form 4-806 NMRA

For use with Rules 1-065.2, 2-802 and 3-802 NMRA]

STATE OF NEW MEXICO

COUNTY OF BERNALILLO[SECOND JUDICIAL DISTRICT]MARGARET WEBSTER, Plaintiffs
DAVID WEBSTER

v.

EMMA SERNA a/k/a SERNA &
Associates Construction Co., LLC, DefendantD 202-CV-07-6641
No. D 202-07-9594 ConsolidatedBalance Due Upon Application for Writ: \$ 52,087.39Includes Interest at 10 %Through 02/11/2018 (date)**WRIT OF GARNISHMENT**THE STATE OF NEW MEXICO to EMMA SERNA, garnishee.EMMA SERNA is the judgment debtor in this case and owes the amount set out above to the judgment creditor, MARGARET & DAVID WEBSTER whose address is 8719 TIERRA ALTA DR, NE, ABO NM 87122

The above judgment creditor believes that you hold or control money or property that belongs to the judgment debtor.

YOU ARE ORDERED to file a written answer with the SECOND JUDICIAL court located at 400 LOMAS NW ABO NM 87102 within twenty (20) days from the day you receive this writ. Your answer must be under oath and on the attached form (answer by garnishee).

YOU ARE FURTHER ORDERED, as follows:

1. If you owe the judgment debtor any money (other than wages), or become indebted to the judgment debtor before filing your answer, you must keep a sufficient amount of that money to satisfy the judgment and all costs and attorney fees due as a result of service of this writ and not pay it to the judgment debtor, unless this court enters an order releasing this writ of garnishment.
2. If the judgment debtor is an employee of yours, unless the debt is for child or spousal support, YOU SHALL PAY YOUR EMPLOYEE, THE JUDGMENT DEBTOR, whichever amount is greater, one of the following:
 - A. seventy-five percent (75%) of the debtor's disposable earnings (salary less social security, federal and state withholdings, and any other deduction required by law) for any pay period;

OR

COUNTY OF BERKSHIRE
 SECOND JUDICIAL DISTRICT COURT
 D. D-202-CV-07-6641 consolidated with D-202-CV-07-9594
TRANSCRIPT OF JUDGMENT
 FOR DAMAGES

dated with D-202-CV-07-9594
TRANSCRIPT OF JUDGMENT

NATURE OF ACTION: COMPLAINT FOR DAMAGES

JUDGMENT CREDITOR(S)
Margaret Webster and David Webster

Emma Serna d/b/a Serna and Associates
Construction Co., a/k/a Serna and Associates,
LLC. 10812 Olympic St NW
Albuquerque, N.M. 87114

AMOUNT OF JUDGMENT

AMOUNT OF JUDGMENT			Rate of Interest
Damages	Costs	Total	10% per year
Principal: \$9,102.60	Costs \$189.50	\$57,443.40	
Punitive: \$18,000.00	Interest \$30,151.30		

HOW SATISFIED AND REMARKS

HOW SATISFIED AND REMARKS

DATE OF JUDGMENT

July 23, 2015

July 23, 2015
ATTORNEY FOR JUDGMENT
CREDITOR

Alex Chisholm
Attorney for Creditor
1400 Central Ave. SE, Suite 1200
ALBUQUERQUE NM 87196
(505) 998-6627

Attorney for Plaintiff
1400 Central Ave. SE, Suite 1200
ALBUQUERQUE NM 87196
(505) 998-6627
(505) 998-6827

_____, Judicial District of the State of
_____, Second Judicial District of the State of
_____,

I, James A. Noel, Clerk of the District Court of the Second Judicial District of the State of
New Mexico, within and for the County of Bernalillo, do hereby certify the foregoing to be a true
transcript of the Judgment of said Court, now of record in my office.

IN WITNESS WHEREOF, I have unto set my hand and Seal of said Court on this 2nd day
of September, 2015.

JAMES A. NOEL
CLERK OF THE DISTRICT COURT

IN WITNESS WHEREOF, I have unto set my hand and Seal of said Court on this 2nd day
2015.

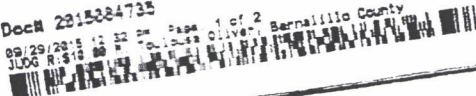
IN WITNESS WHEREOF,
of September, 2015.

JAMES A. NOEL
CLERK OF THE DISTRICT COURT

By: Sandra Stegeman, Deputy

Doc# 2815384735

Doc# 2015284735 Page 1 of 2
09/29/2015 12:32 PM Oliver, Bernalillo County
JUNG R: \$10.00



**Compass Deposit Ticket**

Business Date:	03/20/17	Trans Seq #:	00084
Calendar Date:	03/20/17	Account #:	6744941537
Time:	16:17:17	Customer Name:	EMMA SERNA
Region ID:	046	Cash In:	0.00
Cost Center:	0000046308	Checks:	10491.49
Cashbox:	0001	Cash Back:	0.00
Operator:	SC80870	Total Deposit:	10491.49

⑈107000783⑈

6744941537⑈10,0001049149⑈

20170320009017260046308

Page 2 of 3
 Primary Account: 6744941537
 Beginning April 21, 2018 - Ending May 20, 2018

20

BBVA Compass

CLEARCHOICE MONEY MARKET

Account Number: 6744941537 - EMMA SERNA

Activity Summary

Beginning Balance on 4/21/18	\$10,596.39
Deposits/Credits (1)	+ \$1.83
Withdrawals/Debits (3)	- \$10,598.22
Ending Balance on 5/20/18	\$0.00

Interest Summary

Interest paid this statement period	\$1.83
Interest earned this statement period	\$0.03
Interest paid this year	\$27.81
Average collected balance	\$706.43
Annual percentage yield earned	0.05%

Transaction History

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
4/23		IOD INTEREST PAID	\$1.83		
4/23		GARNISHMENT DEBIT - Levy #0000380051 Fee: New Mexico Garnishment 04/23/18		\$150.00	
4/23		GARNISHMENT DEBIT - Levy #0000380051 Atty Fee: New Mexico Garnishment		\$175.00	
4/23		GARNISHMENT DEBIT - Levy #0000380051 New Mexico Garnishment 04/23/18		\$10,273.22	\$0.00
Ending Balance on 5/20					\$0.00
Totals			\$1.83	\$10,598.22	

Please note, certain fees and charges posted to your account may relate to services and/or activity from the prior statement cycle.

* The Date provided is the business day that the transaction is processed.

Periodic Non-sufficient Funds and Overdraft Charge Summary

	Total this Period	Total 2018 YTD
Total overdraft (OD) fees (includes NSF-paid item charges and extended OD charges)	\$0.00	\$0.00
NSF-returned item charges	\$0.00	\$0.00

Statement Period Rates

Effective April 21, 2018

Balance		Rate
zero	to \$9,999.99	0.050%
\$10,000.00	to \$19,999.99	0.050%
\$20,000.00	to \$49,999.99	0.050%
\$50,000.00	to \$99,999.99	0.050%
\$100,000.00	to \$249,999.99	0.150%
\$250,000.00	to \$999,999.99	0.150%
\$1,000,000.00	to \$2,499,999.99	0.200%
\$2,500,000.00	to \$4,999,999.99	0.200%
\$5,000,000.00	to Over	0.200%

*FOR WHOLE BALANCE RATE ACCOUNTS, WE PAY THE STATED INTEREST RATE THAT CORRESPONDS TO THE APPLICABLE BALANCE TIER. THE RATE IS APPLIED TO THE FULL ACCOUNT BALANCE.

Page 1 of 3
 Primary Account: 6744941537
 Beginning April 21, 2018 - Ending May 20, 2018

BBVA Compass

20

46 EMMMA SERNA
 MIKE SERNA
 10812 OLYMPIC ST NW
 ALBUQUERQUE NM 87114

Contacting Us

Available by phone 24/7

Phone 1-800-266-7277

Online bbvacompass.com

Write BBVA Compass
 Customer Service
 P.O. Box 10566
 Birmingham, AL 35296

Summary of Accounts

Deposit Accounts/ Other Products

Account	Account number	Ending balance last statement	Ending balance this statement
CLEARCHOICE MONEY MARKET	6744941537	\$10,596.39	\$0.00
Total Deposit Accounts		\$10,596.39	\$0.00



January 15, 2019

Emma Serna
10812 Olympic St NW
Albuquerque, New Mexico 87114-5429

1/11/2019

<https://cfpb--c.na21.visual.force.com/apex/MosConsumerGuideComplaintPrint#500t000000DJRA9>

An official website of the United States Government

Consumer Financial
Protection Bureau

Summary of complaint submitted

181107-3612555

CLOSED



Submitted

We received your complaint. Thank you.

STATUS

Submitted to the CFPB
on 11/8/2018

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

PRODUCT

Checking or savings
account

ISSUE

Managing an account

YOUR COMPLAINT

On or around April 23, 2018: BBVA Compass Bank received a "Writ of Garnishment" from a Margette Webster collecting for a "Margaret Webster. BBVA Compass Bank did not care what happened to their client's money, and went by what their Attorney Cooksey said, all lies, that state district court was handling the case, and state district court had not jurisdiction because Ms. Serna transferred the two cases on January 7, 2017 to Federal Court, and the rulings of state district court do not count! Federal Court has complete jurisdiction, and the writ of garnishment is from a state court which makes it invalid! Mr. Cooksey nor this Branch Manager or the assistant wanted to pay attention to what I was telling them, and the banks' writ of garnishment depart. kept telling me they are going to do what Attorney Cooksey tells them?! In 2007, Margette Webster sued Emma Serna d/b/a Serna & Associates, LLC, and Emma Serna sued Margette Webster.

ATTACHMENTS

/201828131.ack.11072018
(19 KB)

/201828131.initial.1101201
(1.2 MB)

What product or service is your complaint about?

PRODUCT OR SERVICE

Checking or savings account

TYPE

Other banking product or service

What type of problem are you having?



ISSUE

Managing an account

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

What happened?

 First Financial CREDIT UNION		P.O. Box 25587 • Albuquerque, NM 87125-0587	DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC P.O. BOX 8478 MINNEAPOLIS MN 55480 DRAWEE: THE BANK OF NEW YORK MELLON EVERETT, MA	5-709 110	No. 0004135732 OFFICIAL CHECK
*** TEN THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND *** *** 49 CENTS ***		03/11/17 \$10,491.49			
PAY THE SUM OF EXACTLY 10,491 Dollars 49 Cents					
PAY TO THE ORDER OF *EMMA SERNA* FROM, AGEDA SALAZAR		AGENT FOR MONEYGRAM 3070  AUTHORIZED SIGNATURE			

⑈0004135732⑈ ⑆011007092⑆0150010029725⑈

20170320009017259946308

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

LIMITED RECOURSE
 If a Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the issuer. If the Money Order is cashed, the issuer will be liable to the cashing institution only from those known to them and against whom they have effective recourse.

Emma Serna
 Keyes's Endorsement
 For information concerning this Money Order contact MONEYGRAM PAYMENT SYSTEMS, INC

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P.O. Box 65384
Albuquerque, N.M. 87193

RECEIVED
UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO
DEC 22 2020
MITCHELL R. ELFERS
CLERK /m7

U.S. District Court
District of New Mexico
c/o Clerks Office